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16 **UNITED STATE DISTRICT COURT**  
17 **EASTERN DISTRICT OF CALIFORNIA**

18 MARK COLE, on behalf of himself  
19 and all other similarly situated and  
20 aggrieved,

21 Plaintiff,

22 v.

23 COLONIAL PENN LIFE  
24 INSURANCE COMPANY; and  
25 DOES 1 to 50, inclusive ,

26 Defendants.

27 Defendant.

28 Case No. 2:23-cv-02993- DC-AC

**CLASS ACTION**

**PLAINTIFF'S NOTICE OF  
MOTION & MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT AND  
CERTIFICATION OF  
SETTLEMENT CLASS**

Assigned to the Hon. Dena M. Coggins

**DATE: SEPTEMBER 19, 2025  
TIME: 1:30 PM  
COURTROOM: 8**

[Filed and Served concurrently with  
Declaration of Todd M. Friedman;  
Declaration of Zev Zysman;

**PLAINTIFF'S NOTICE OF MOTION & MOTION FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

1 Declaration of Settlement  
2 Administrator; [Proposed] Order  
3  
4  
5  
6

7  
8 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**  
9

10 **PLEASE TAKE NOTICE** that on Friday, September 19, 2025 at 1:30 p.m.,  
11 before the United States District Court, Eastern District of California, Courtroom 8,  
12 501 I Street, Sacramento, California 95814 (13th Floor), plaintiff Mark Cole  
13 ("Plaintiff") will move this Court for an order granting preliminary approval of the  
14 class action settlement and certification of the settlement class as detailed in  
15 Plaintiff's Memorandum of Points and Authorities.

16 This Motion is based upon this Notice, the accompanying Memorandum of  
17 Points and Authorities, the declarations and exhibits thereto, the Complaint, all  
18 other pleadings and papers on file in this action, and upon such other evidence and  
19 arguments as may be presented at the hearing on this matter.

20  
21 Date: July 18, 2025

22 **The Law Offices of Todd M.  
Friedman, PC**

23 By: /s/ Todd M. Friedman  
24 Todd M. Friedman  
25 *Attorneys for Plaintiffs*

26  
27 **PLAINTIFF'S NOTICE OF MOTION & MOTION FOR PRELIMINARY APPROVAL OF CLASS  
28 ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

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# MEMORANDUM OF POINTS & AUTHORITIES

## I. INTRODUCTION

3 Plaintiff Mark Cole (hereinafter “Plaintiff”, “Cole” or “Class  
4 Representative”), individually and on behalf of the “Settlement Class” (as defined  
5 below), hereby submits this motion for preliminary approval of a proposed  
6 settlement of this action (the “Action”) and for certification of the proposed  
7 Settlement Class. Defendant Colonial Penn Life Insurance Company (hereinafter  
8 referred to as “Colonial Penn” or “Defendant”) does not oppose the relief sought in  
9 Plaintiff’s motion (Plaintiff and Defendant shall collectively be referred to as the  
10 “Parties”). The terms of the Settlement are set forth in the Settlement Agreement  
11 and Release (hereinafter the “Settlement”).<sup>1</sup> *See Declaration of Todd M. Friedman*  
12 (“Friedman Decl.”), ¶ 12, Ex. A.

13        The proposed Settlement resulted from the Parties' participation in an all-day  
14 mediation session before the Honorable Wayne R. Andersen (Ret) of JAMS in  
15 Chicago, Illinois and subsequent hard-fought settlement discussions, which occurred  
16 over ten months. The Settlement provides for a substantial financial benefit to the  
17 Settlement Class Members. The Settlement Class consists of: All individuals who  
18 called any of the Affected Colonial Penn Telephone Numbers from a California area  
19 code between November 22, 2022 and January 13, 2024 (the "Class Period"). The  
20 Settlement Class comprises approximately 47,503 individuals.

21 The compromise Settlement, reached with the guidance of Judge Andersen,  
22 will create a non-reversionary Settlement Fund to be established by Defendant in the  
23 amount of \$3,725,000. The amount of the Settlement Fund shall not be reduced as  
24 a result of any member(s) of the Settlement Class electing to opt out or be excluded  
25 from the Settlement or for any other reason. The Settlement Fund will pay for a  
26 Settlement Administrator, Simpluris, which will be responsible for providing notice

<sup>1</sup> Unless otherwise specified, capitalized terms used in this memorandum are intended to have the same meaning ascribed to those terms in the Agreement.

1 to the Settlement Class, providing notice of this proposed settlement pursuant to and  
2 in accordance with 28 U.S.C. § 1715 (the “Class Action Fairness Act” or “CAFA”)  
3 (at Colonial Penn’s election), providing and disbursing settlement checks to  
4 Settlement Class Members who submit a claim form and who do not opt-out,  
5 creating and maintaining a Settlement Website, maintaining a toll-free telephone  
6 number, preparing an Opt-Out List, preparing a list of persons submitting objections  
7 to the Settlement and acting as a liaison between Settlement Class Members and the  
8 Parties regarding the Settlement. Settlement members who submit a timely and valid  
9 Claim Form and do not opt-out will receive a pro rata share of the Settlement Fund  
10 in the form of a check (after any attorneys’ fees and costs awarded by the Court, any  
11 Service Award to Class Representative, and any costs of claims administration are  
12 deducted from the Settlement Fund). Plaintiff Mark Cole will receive a Service  
13 Award of \$10,000.00 (subject to Court approval) for bringing and litigating this  
14 action. Class Counsel will request an attorneys’ fee reimbursement award of  
15 \$1,241,666.67 (i.e., 33 1/3% of the total settlement amount) and litigation costs (not  
16 to exceed \$50,000), subject to Court approval, to be paid out of the Settlement Fund.  
17 Any unclaimed funds from uncashed settlement checks shall be delivered to The  
18 Electronic Privacy Information Center (“EPIC”) as a *cy pres* recipient, subject to  
19 Court approval. This *cy pres* payment from the Settlement Fund is after all  
20 settlement costs and direct payments to the Settlement Class are paid. Colonial Penn  
21 has implemented and will continue to maintain an automated recording disclosure  
22 as part of the Settlement.

23 In consideration for the Settlement Fund, Plaintiff, on behalf of the proposed  
24 Settlement Class, will enter judgment pursuant to the terms of the Settlement  
25 concerning the Action and unconditionally release and discharge Defendant and  
26 other Released Parties from all claims relating to the Action.

27 While Plaintiff is confident of a favorable determination on the merits, he has  
28 determined that the proposed Settlement provides significant benefits to the

1 Settlement Class and is in the best interests of the Settlement Class. Plaintiff also  
2 believes that the Settlement is appropriate because Plaintiff recognizes the expense  
3 and amount of time required to continue to pursue the Action, as well as the  
4 uncertainty, risk, and difficulties of proof inherent in prosecuting such claims.  
5 Similarly, as evidenced by the Settlement, Colonial Penn believes that it has  
6 substantial and meritorious defenses to Plaintiff's claims, but has determined that it  
7 is desirable to settle the Action on the terms set forth in the Settlement.

8 Plaintiff believes that the proposed Settlement is fair, reasonable, and  
9 adequate and satisfies all of the criteria for preliminary approval. Accordingly,  
10 Plaintiff moves this Court for an order preliminarily approving the proposed  
11 Settlement, provisionally certifying the Settlement Class pursuant to Federal Rule of  
12 Civil Procedure 23(b)(3) ("Rule 23(b)(3)") and Rule 23(e) for settlement purposes,  
13 directing dissemination of Class Notice, and scheduling a Final Approval Hearing.

14 **II. STATEMENT OF FACTS**

15 **A. Factual Background**

16 Colonial Penn is a Philadelphia, PA based life insurance company. Plaintiff's  
17 operative Complaint alleges that Colonial Penn violated the California Invasion of  
18 Privacy Act, Cal. Penal Code § 630 et seq. ("CIPA") by recording consumers'  
19 telephone conversations without the knowledge or consent of all parties to the  
20 telephone communication. Plaintiff contends he and the Settlement Class are  
21 entitled to statutory damages pursuant to the CIPA. Defendant has vigorously  
22 denied and continues to deny that it violated CIPA, including because it had a  
23 monitoring disclosure on the Affected Colonial Penn Telephone Numbers prior to  
24 the Action being filed, and denies all charges of wrongdoing or liability asserted  
25 against it in the Action.

26 **B. Proceedings to Date**

27 Plaintiff filed the initial class action complaint ("Complaint") on November  
28 20, 2023 in the Superior Court for the State of California, County of Sacramento. In  
PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

1 the Complaint, Plaintiff alleged a cause of action against Defendant for violation of  
 2 CIPA. Based on those allegations, Plaintiff sought \$5,000 per violation, as well as  
 3 injunctive relief. Plaintiff's claims were brought on behalf of a class of individuals  
 4 who alleged that Defendant violated the CIPA by knowingly, and/or willfully  
 5 employing and/or causing to be employed certain recording equipment in order to  
 6 record telephone conversations without the knowledge or consent of all parties to  
 7 the telephone communication. *See Declaration of Todd M. Friedman, ¶ 4.* Defendant  
 8 removed the Action to the United States District Court for the Eastern District on  
 9 December 22, 2023. *Friedman Dec. ¶ 5.* Defendant filed its answer on January 26,  
 10 2024. *Friedman Dec. ¶ 6.*

11 For almost two years, the Parties have actively litigated the Action. Among  
 12 other things, the Parties have propounded and responded to discovery and exchanged  
 13 voluminous documents. *Friedman Dec. ¶ 7.* On June 25, 2024, the Parties attended  
 14 an all-day mediation with the Honorable Wayne R. Andersen (Ret) of JAMS in  
 15 Chicago Illinois. Although the matter did not settle on the date of mediation, both  
 16 sides worked hard for ten months to keep exchanging further information and  
 17 settlement proposals, gather additional documentation and records including from  
 18 third parties, and subsequently accepted a mediator's proposal approximately ten  
 19 months later. *Friedman Dec. ¶¶ 8, 9.* As set forth below, Plaintiff respectfully  
 20 requests that the Court approve the Settlement.

21 **C. Statement of Facts**

22 **1. The Settlement Class**

23 **a. The Settlement Class**

24 The "Settlement Class" is defined in the Agreement as follows:

25 "All individuals who called any of the Affected Colonial Penn Telephone  
 26 Numbers from a California area code between November 22, 2022 and  
 27 January 13, 2024." (Agreement § 2.1)

28 Based on data by Colonial Penn and its counsel, the number of unique

1 telephone phone numbers called is approximately 47,503. This data was confirmed  
 2 by Plaintiff via voluminous discovery. *Friedman Decl.* ¶¶17,18.

3 **2. Settlement Payment**

4 Under the proposed Settlement, Defendant agree to establish a non-  
 5 reversionary Settlement Fund in the amount of \$3,725,000 (Agreement § 4.1) in  
 6 order to fund the following:

7 (1) providing notice to Settlement Class Members; (2) providing settlement checks  
 8 to Settlement Class Members entitled to receive a settlement check; (3) creating and  
 9 maintaining the Settlement Website; (4) maintaining a toll-free telephone number;  
 10 (5) providing CAFA notice (Agreement § 8.3)<sup>2</sup>; (6) to pay the proposed \$10,000  
 11 Service Award to the Plaintiff (Agreement § 7; and (7) payment of the proposed  
 12 Attorneys' Fees of \$1,241,666.67 (33 1/3% of the Settlement Fund) and litigation  
 13 costs of up to \$50,000 (Agreement § 6). *See Friedman Decl.* ¶14. Any funds  
 14 remaining after payment of all settlement costs and payments to the Settlement  
 15 Class shall be paid, subject to Court approval, to the Electronic Privacy Information  
 16 Center ("EPIC") as a *cy pres* recipient. (Agreement § 15.5). EPIC is an appropriate  
 17 *cy pres* because the organization is a non-profit consumer privacy advocacy  
 18 organization that aligns closely with the interests of the Settlement Class.

19 The amount of the Settlement Fund shall not be reduced as a result of any  
 20 member(s) of the Settlement Class electing to opt out or be excluded from the  
 21 Settlement or for any other reason. (Agreement § 4.4).

22 **3. Monetary Benefit to Class Members and Class Notice**

23 The Settlement Agreement provides for \$3,725,000 in cash benefits (minus  
 24 settlement costs, attorney's fees, and litigation costs) to Settlement Class Members  
 25 on a pro rata basis after the claims period. There are approximately 47,503  
 26 Settlement Class Members. The Claims Administrator will provide notice first via  
 27

28 <sup>2</sup> Administration costs are currently estimated at \$40,000 and are not expected to  
 exceed \$75,000.

1 First Class U.S. Mail within 30 days of the Preliminary Approval Order. (Agreement  
2 § 9.1.4.) The Claims Administrator will provide email notice to Settlement Class  
3 Members for whom it has email addresses and for whom the Claims Administrator  
4 does not have a mailing address, or for whom the mail notice was returned as  
5 undeliverable. (Agreement § 9.1.6.) Claim Forms will be on the back of the mail  
6 notice and will also be available on the Settlement Website. (Agreement § 9.1.5.)  
7 The Settlement Website will be maintained for at least 180 days. (Agreement §  
8 9.2.2).

9 The Claims Period will commence after the entry of the Preliminary Approval  
10 Order and this Claims Period will remain open to all Settlement Class Members to  
11 submit a Claim by the last date of the 90-day “Claim Period,” which will be sixty  
12 (60) days following the first date of mailing, emailing and/or publication of the Class  
13 Notice on the Settlement Website. (Agreement § 10.2.1) Class Members who Opt-  
14 Out must submit a Valid Exclusion Request postmarked on or before the Opt-Out  
15 and Objection Deadline which is sixty (60) days following the first date of mailing,  
16 emailing, and/or publication of the Class Notice on the Settlement Website.  
17 (Agreement § 11.1 and § 12.1.)

18 The Class Members who file a Claim Form and do not Opt-Out and/or Object  
19 will each receive a pro-rata share. After fees (\$1,241,666.67), costs (\$50,000),  
20 incentive award (\$10,000) and administration expenses (up to \$75,000), it is  
21 estimated there will be approximately \$2,348,333.33 for the Settlement Class to be  
22 distributed pro-rata. If each and every one of the 47,503 Settlement Class Members  
23 files a Claims Form and does not Opt-Out or Object, then they would each receive  
24 approximately \$49.44. If 5,000 Settlement Class Members file Claim Forms, they  
25 would receive approximately \$469.67 each. If 2,500 Settlement Class Members file  
26 Claim Forms, they would receive approximately \$939.33 each.

1                   **4. Injunctive Relief Benefit to Class Members**

2                   Colonial Penn had a *monitoring* disclosure on the affected phone lines prior  
 3 to the Action being filed; however, the Parties disagree over whether that was  
 4 sufficient under CIPA. Colonial Penn has updated its disclosures, and Plaintiff and  
 5 Class Counsel agree that Defendant's current call announcement that calls may be  
 6 *recorded* is adequate to obtain consent under CIPA. For any actively used numbers  
 7 and that are subject to CIPA, Defendant agrees to maintain that existing disclosure,  
 8 or one of a similar form unless and until (1) CIPA is amended, repealed, or otherwise  
 9 invalidated by judicial decision as applied to Defendant's practices, or (2) Defendant  
 10 provides notice of recording or obtains consent by other means. *See Friedman Decl,*  
 11 ¶15.

12                   **5. Scope of Release**

13                   The scope of the release by all Settlement Class Members who do not request  
 14 exclusion includes all claims alleged in the operative complaint and any unpled  
 15 claims that could have been alleged based on the same or similar facts as alleged in  
 16 the operative complaint which occurred during the Class Period, pertaining to CIPA  
 17 or any other law, statutory or common law, which provides a cause of action or  
 18 remedy for recording of the Eligible Calls. (Agreement §§ 1.25, 1.26, 1.27 and 16).  
 19 The release covers known and unknown claims in connection with the Eligible Calls  
 20 during the Class Period. There is a release of unknown claims pursuant to California  
 21 Civil Code § 1542 insofar as the claims relate to the subject matter of this Action,  
 22 i.e. the recording of telephone calls from telephone numbers with a California area  
 23 code to Colonial Penn. (Agreement § 16.2.)

24                   **6. Opportunity to Opt-Out and Object**

25                   As explained before, Settlement Class Members who Opt-Out must postmark  
 26 before the Opt-Out Deadline, which will be 60 days following the Class Notice  
 27 (Agreement § 11); and the deadline to Object will also be 60 days following Class  
 28 Notice (Agreement § 12). Any Settlement Class Member who does not opt out and  
 PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

1 objects to the proposed settlement must mail his or her objection(s) in writing Clerk  
2 of the Court, Class Counsel and Defendant's Counsel. To be considered timely, an  
3 Objection must be postmarked on or before the Opt-Out and Objection Deadline  
4 specified on the Settlement Website, which will be 60 days following Class Notice.  
5 (*Id.*) Any Objection must set for the name and case number of this matter, the  
6 objecting Settlement Class Member's name, address, telephone number and all  
7 arguments, citations and evidence supporting the objection. Furthermore, the  
8 Objection shall include: whether the objector intends to appear at the hearing, with  
9 or without counsel; the name and case number of any other proposed class action  
10 settlement the Settlement Class Member submitted an objection to; and whether any  
11 such objection was submitted on the Settlement Class Member's behalf or on behalf  
12 of a represented third party. (*Id.*)

13 **7. Payment of Notice and Administrative Costs**

14 After final judgment is issued, Colonial Penn will make a single payment of  
15 \$3,725,000 into an escrow account held by the Settlement Administrator.  
16 (Agreement § 4). The Settlement Administrator will use these funds to administer  
17 all costs of the settlement, including providing Class Notice, providing CAFA  
18 notice, maintaining the website and toll-free number and arranging for payments to  
19 Settlement Class Members. (*Id.*) The funds shall also be used to cover Attorneys'  
20 Fee Award to Class Counsel and the Service Award to plaintiff Mark Cole. (*Id.*)

21 **8. Class Representative's Application for Service Award**

22 The proposed Settlement contemplates that Class Counsel will request a  
23 Service Award in the amount of \$10,000 to be distributed to Plaintiff for his service  
24 as Class Representative, subject to Court approval. Colonial Penn has agreed not  
25 to oppose the request as long as it is not greater than \$10,000. (Agreement § 7).

26 **9. Class Counsel's Application for Attorneys' Fees, Costs and**  
27 **Expenses**

28 The proposed Settlement contemplates that Class Counsel shall apply to the  
PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

1 Court for an award of attorneys' fees in the amount of \$1,241,666.67 (33 1/3% of  
 2 the Settlement Fund) and litigation costs of less than \$50,000. (Agreement § 6.)

3 **10. Cy Pres Distribution.**

4 Under the proposed Settlement, any funds remaining after payment of all  
 5 settlement costs and payments to the Settlement Class shall be paid to a *cy pres*  
 6 recipient. (Agreement § 15.5). The Parties propose EPIC, which is an appropriate  
 7 *cy pres* because it is a non-profit consumer privacy advocacy organization that is  
 8 closely aligned to the issues in this litigation and will aid the privacy interests of the  
 9 Settlement Class. Since the distribution is pro-rata for those who file Claim Forms,  
 10 this *cy pres* distribution is not expected to be substantial.

11 **III. ARGUMENT**

12 **A. The Legal Standards for Preliminary Approval of a Class Action**  
 13 **Settlement**

14 A class action may not be dismissed, compromised or settled without the  
 15 approval of the court. Fed. R. Civ. Proc. 23(e). Judicial proceedings under Rule 23  
 16 have led to a defined procedure and specific criteria for settlement approval in class  
 17 action settlements, described in the *Manual for Complex Litigation* (Fourth) (Fed.  
 18 Judicial Center 2004) (“*Manual*”) § 21.63, *et seq.*, including preliminary approval,  
 19 dissemination of notice to class members, and a fairness hearing. *Manual*,  
 20 §§ 21.632, 21.633, 21.634. The purpose of the Court’s preliminary evaluation of the  
 21 settlement is to determine whether it is within the “range of reasonableness,” and  
 22 thus whether notice to the class of the terms and conditions of the settlement, and  
 23 the scheduling of a formal fairness hearing, are worthwhile. *See* 4 Herbert B.  
 24 Newberg, *Newberg on Class Actions* § 11.25 *et seq.*, and § 13.64 (4th ed. 2002 and  
 25 Supp. 2004) (“*Newberg*”). The Court is not required to undertake an in-depth  
 26 consideration of the relevant factors for final approval. Instead, the “judge must  
 27 make a preliminary determination on the fairness, reasonableness, and adequacy of  
 28 the settlement terms and must direct the preparation of notice of the certification,

1 proposed settlement, and date of the final fairness hearing.” *Manual*, § 21.632 (4th  
 2 ed. 2004).

3 As a matter of public policy, settlement is a strongly favored method for  
 4 resolving disputes. *See Utility Reform Project v. Bonneville Power Admin.*, 869 F.2d  
 5 437, 443 (9th Cir. 1989). This is especially true in class actions such as this. *See*  
 6 *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615 (9th Cir. 1982). As a  
 7 result, courts should exercise their discretion to approve settlements “in recognition  
 8 of the policy encouraging settlement of disputed claims.” *In re Prudential Sec. Inc.*  
 9 *Ltd. Partnerships Litig.*, 163 F.R.D. 200, 209 (S.D.N.Y. 1995). To make the  
 10 preliminary fairness determination, courts may consider several relevant factors,  
 11 including “the strength of the plaintiff’s case; the risk, expense, complexity, and  
 12 likely duration of further litigation; the risk of maintaining class action status through  
 13 trial; the amount offered in settlement; the extent of discovery completed and the  
 14 stage of the proceedings; [and] the experience and views of counsel . . . .” *See*  
 15 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (“*Hanlon*”).  
 16 Furthermore, courts must give “proper deference to the private consensual decision  
 17 of the parties,” since “the court’s intrusion upon what is otherwise a private  
 18 consensual agreement negotiated between the parties to a lawsuit must be limited to  
 19 the extent necessary to reach a reasoned judgment that the agreement is not the  
 20 product of fraud or overreaching by, or collusion between, the negotiating parties,  
 21 and that the settlement, taken as a whole, is fair, reasonable and adequate to all  
 22 concerned.” *Id.* at 1027.

23 Preliminary approval does not require the Court to make a final determination  
 24 that the settlement is fair, reasonable, and adequate. Rather, that decision is made  
 25 only at the final approval stage, after notice of the settlement has been given to the  
 26 class members and they have had an opportunity to voice their views of the  
 27 settlement or to exclude themselves from the settlement. *See* 5 James Wm. Moore,  
 28 *Moore’s Federal Practice – Civil* § 23.165[3] (3d ed.). Thus, in considering a

1 potential settlement, the Court need not reach any ultimate conclusions on the issues  
 2 of fact and law which underlie the merits of the dispute, *West Va. v. Chas. Pfizer &*  
 3 *Co.*, 440 F.2d 1079, 1086 (2d Cir. 1971), and need not engage in a trial on the merits,  
 4 *Officers for Justice v. Civil Service Comm'n*, 688 F.2d at 625. Preliminary approval  
 5 is merely the prerequisite to giving notice so that “the proposed settlement . . . may  
 6 be submitted to members of the prospective class for their acceptance or rejection.”  
 7 *Philadelphia Hous. Auth. v. Am. Radiator & Standard Sanitary Corp.*, 323 F. Supp.  
 8 364, 372 (E.D. Pa. 1970).

9 Preliminary approval of the settlement should be granted if, as here, there are  
 10 no “reservations about the settlement, such as unduly preferential treatment of class  
 11 representatives or segments of the class, inadequate compensation or harms to the  
 12 classes, the need for subclasses, or excessive compensation for attorneys.” *Manual*  
 13 *for Complex Litigation* § 21.632, at 321 (4th ed. 2004).

14 Furthermore, the opinion of experienced counsel supporting the settlement is  
 15 entitled to considerable weight. *See*, e.g., *Kirkorian v. Borelli*, 695 F.Supp. 446  
 16 (N.D. Cal. 1988) (opinion of experienced counsel carries significant weight in the  
 17 court’s determination of the reasonableness of the settlement); *Boyd v. Bechtel*  
 18 *Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979) (recommendations of plaintiffs’  
 19 counsel should be given a presumption of reasonableness).

20 The decision to approve or reject a proposed settlement “is committed to the  
 21 sound discretion of the trial judge[.]” *See Hanlon*, 150 F.3d at 1026. This discretion  
 22 is to be exercised “in light of the strong judicial policy that favors settlements,  
 23 particularly where complex class action litigation is concerned,” which minimizes  
 24 substantial litigation expenses for both sides and conserves judicial resources. *See*  
 25 *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (quotations  
 26 omitted).

27 Based on these standards, Plaintiff respectfully submits that, for the reasons  
 28 detailed below, the Court should preliminarily approve the proposed Settlement as

PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

1 fair, reasonable and adequate.

2       **B. Liability is Highly Contested and Both Sides Face Significant**  
 3       **Challenges in Litigating this Case**

4       Defendant Colonial Penn has vigorously contested the claims asserted by  
 5 Plaintiff in this Action. While both sides strongly believed in the merits of their  
 6 respective cases, there are risks to both sides in continuing the Action. *See*  
 7 *Friedman Decl*, ¶¶ 42-44. In considering the Settlement, Plaintiff and Class  
 8 Counsel carefully balanced the risks of continuing to engage in protracted and  
 9 contentious litigation against the benefits to the Settlement Class. As a result, Class  
 10 Counsel supports the Settlement and seeks its Preliminary Approval. *Id.*

11       Similarly, Colonial Penn believes that it has strong and meritorious defenses  
 12 not only to the action as a whole, but also as to class certification and the amount of  
 13 damages sought.

14       The negotiated Settlement reflects a compromise between avoiding that risk  
 15 and the risk that the class might not recover. Because of the costs, risks to both  
 16 sides, and delays of continued litigation, the Settlement presents a fair and  
 17 reasonable alternative to continuing to pursue the Action.

18       **C. Defendant's Agreement to Finance the Settlement Fund Provides a**  
 19       **Fair and Substantial Benefit to the Class**

20       As set forth above, Defendant has agreed to pay \$3,725,000 to fund the  
 21 settlement, which includes notice and claims administration costs, creating and  
 22 maintaining a Settlement Website and toll free number, providing CAFA notice, an  
 23 Service Award to Plaintiff Mark Cole in the amount of \$10,000, and attorneys' fees  
 24 in the amount of no more than \$1,241,666.67 and reimbursement of litigation costs  
 25 of up to \$50,000. *See Friedman Decl*, ¶¶ 27-29.

26       **D. The Settlement was Reached as the Result of Arms-Length**  
 27       **Negotiation, Without Collusion, with the Assistance of the**  
 28       **Mediator**

1       The proposed Settlement is the result of intensive arms-length negotiation,  
2 including an all-day mediation session before the Honorable Wayne R. Andersen  
3 (Ret) of JAMS on June 25, 2024. The Parties did not resolve the case at the  
4 mediation on June 25, 2024, but subsequently resolved the matter over the course  
5 of ten additional months of negotiation and further discussions thereafter with the  
6 assistance of Judge Andersen. *See Friedman Decl.*, ¶¶ 8,9. Class Counsel are  
7 satisfied that the discovery provided about the number of unique telephone numbers  
8 and telephone calls which were recorded is accurate, as it was authenticated via  
9 discovery and numerous detailed calls and exchanges, as well as third party  
10 verification. The time and effort spent examining and investigating the claims  
11 militate in favor of preliminary approval of the proposed Settlement, as the process  
12 strongly indicates that there was no collusion. *See In re Wireless Facilities, Inc.*  
13 *Sec. Litig. II*, 253 F.R.D. 607, 610 (S.D. Cal. 2008) (“Settlements that follow  
14 sufficient discovery and genuine arms-length negotiation are presumed fair.”). The  
15 Ninth Circuit has long supported settlements reached by capable opponents in arms’  
16 length negotiations.

17       In *Rodriguez v. West Publishing Corp.*, 563 F.3d 948 (9th Cir. 2009), the  
18 Ninth Circuit expressed the opinion that courts should defer to the “private  
19 consensual decision of the [settling] parties.” *Id.* at 965 (citing *Hanlon*, 150 F.3d at  
20 1027 (9th Cir. 1998)); *See also M. Berenson Co.*, 671 F. Supp. at 822; *Ellis*, 87  
21 F.R.D. at 18 (“that experienced counsel involved in the case approved the settlement  
22 after hard-fought negotiations is entitled to considerable weight”); 2 Newberg on  
23 Class Actions § 11.24 (4th Ed. & Supp. 2002); Manual for Complex Lit., Fourth §  
24 30.42; *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of San Francisco*,  
25 688 F.2d 615, 625 (9th Cir. 1982)); *Lundell v. Dell, Inc.*, 2006 WL 3507938 (N.D.  
26 Cal. Dec. 5, 2006). In *Hanlon*, the Ninth Circuit also held that where settlement  
27 terms are reached through formal mediation, the Court may rely upon the mediation  
28 proceedings “as independent confirmation that the fee was not the result of

1 collusion or a sacrifice of the interests of the class.” *Hanlon*, 150 F.3d at 1029; *see*  
 2 *also Milliron v. T-Mobile USA, Inc.*, 2009 WL 3345762, at \*5 (D.N.J. Sept. 14,  
 3 2009) (holding that “the participation of an independent mediator in settlement  
 4 negotiation virtually insures that the negotiations were conducted at arm’s length  
 5 and without collusion between the parties”); *Sandoval v. Tharaldson Emp. Mgmt., Inc.*, 2010 WL 2486346, at \*6 (C.D. Cal. June 15, 2010) (“the assistance of an  
 6 experienced mediator in the settlement process confirms that the settlement is non-  
 7 collusive”); *Dennis v. Kellogg Co.*, 2010 WL 4285011, at \*4 (S.D. Cal. Oct. 14,  
 8 2010) (the parties engaged in a “full-day mediation session,” which helped to  
 9 establish that the proposed settlement was non-collusive); 2 *McLaughlin on Class*  
 10 *Actions*, § 6:7 (8th ed.) (“A settlement reached after a supervised mediation receives  
 11 a presumption of reasonableness and the absence of collusion”).

13       **E. The Experienced Counsel Have Determined that the Settlement is**  
 14       **Appropriate and Fair to the Settlement Class**

15       The Parties are represented by counsel experienced in complex class action  
 16 litigation. Class Counsel has extensive experience in class actions, as well as  
 17 particular expertise in class actions relating to consumer protection, including  
 18 actions under CIPA. *See Friedman Decl.*, ¶¶ 47-52; Declaration of Zev Zysman at  
 19 ¶ 14. Class Counsel believe that under the circumstances, the proposed Settlement  
 20 is fair, reasonable and adequate and in the best interests of the Class Members. *See*  
 21 *Friedman Decl.*, ¶¶ 41-43; Zysman Decl. ¶¶ 10-16.

22       **F. The Court Should Preliminarily Certify the Class for Purposes of**  
 23       **Settlement**

24       Courts have long acknowledged the propriety of class certification for  
 25 purposes of a class action settlement. *See In re Wireless Facilities*, 253 F.R.D. at  
 26 610 (“Parties may settle a class action before class certification and stipulate that a  
 27 defined class be conditionally certified for settlement purposes”). Certification of a  
 28 class for settlement purposes requires a determination that certain requirements of

1 Rule 23 are met. *Id.* As explained below, class certification is appropriate here  
 2 because the proposed Settlement meets the requirements of Rule 23(a) and Rule  
 3 23(b)(3) for settlement purposes.

4 **G. The Proposed Settlement Class is Numerous.**

5 Class certification under Rule 23(a)(1) is appropriate where a class contains  
 6 so many members that joinder of all would be impracticable. “Impracticability does  
 7 not mean ‘impossibility,’ but only the difficulty or inconvenience of joining all  
 8 members of the class.” *Harris v. Palm Springs Alpine Estates, Inc.*, 329 F.2d 909,  
 9 913-14 (9th Cir. 1964) (citation omitted). Here, the Settlement Class consists of  
 10 approximately 47,503 people that placed an Eligible Call with Colonial Penn during  
 11 the Class Period. Thus, the proposed Settlement Class is sufficiently numerous for  
 12 purposes of certifying a settlement class.

13 **H. The Commonality Requirement is Satisfied, Because Common**  
 14 **Questions of Law and Fact Exist.**

15 The commonality requirement is met if there are questions of law and fact  
 16 common to the class. *Hanlon*, 150 F.3d at 1019 (“The existence of shared legal  
 17 issues with divergent legal factual predicates is sufficient, as is a common core of  
 18 salient facts coupled with disparate legal remedies within the class.”). Here, for  
 19 purposes of settlement, the proposed Settlement Class Members’ claims stem from  
 20 the same factual circumstances, specifically that Colonial Penn participated in  
 21 telephone calls with Settlement Class Members and allegedly did not timely inform  
 22 them that the calls were being recorded.

23 Plaintiff’s claims also present questions of law that are common to all  
 24 members of the Settlement Class for settlement purposes, including: (1) whether  
 25 Colonial Penn violated CIPA; and (2) whether Colonial Penn’s consumers  
 26 consented to their calls being recorded. The Settlement Class Members all seek the  
 27 same remedy. Under these circumstances, the commonality requirement is satisfied  
 28 for purposes of certifying a settlement class. *See Hanlon*, 150 F. 3d at 1019-20.

1           **I.       The Typicality Requirement is Met.**

2           The typicality requirement is met if the claims of the named representatives  
 3 are typical of those of the class, though “they need not be substantially identical.”  
 4 *Hanlon*, 150 F.3d at 1020. For purposes of settlement, Plaintiff’s claims are typical  
 5 of the class because they arise from the same factual basis – calls with Plaintiff’s  
 6 telephone were recorded without consent – and are based on the same legal theory  
 7 – the calls allegedly violated CIPA. *See Wehner v. Syntex Corp.*, 117 F.R.D. 641,  
 8 644 (N.D. Cal. 1987). The Class Representative claims that he called Colonial Penn  
 9 from a California area code and participated in a call with Colonial Penn where  
 10 Colonial Penn purportedly did not disclose that the call was being recorded.  
 11 Accordingly, the Class Representative’s claims are typical of those of the  
 12 Settlement Class. Thus, the typicality requirement is satisfied for purposes of  
 13 certifying a settlement class.

14           **J.       The Adequacy Requirement is Satisfied.**

15           Rule 23(a)(4) is satisfied if “the representative parties will fairly and  
 16 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Court  
 17 must measure the adequacy of representation by two standards: “(1) Do the  
 18 representative plaintiffs and their counsel have any conflicts of interest with other  
 19 class members, and (2) will the representative plaintiffs and their counsel prosecute  
 20 the action vigorously on behalf of the class?” *In re Wireless Facilities*, 253 F.R.D.  
 21 at 611 (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 958 (9th Cir. 2003)).

22           Plaintiff and Class Counsel have no conflicts of interest with other Settlement  
 23 Class Members because, for purposes of the Settlement, Plaintiff’s claims are  
 24 typical of those of other Settlement Class Members. In addition, Plaintiff and Class  
 25 Counsel have been prosecuting this Action vigorously on behalf of the class.  
 26 Plaintiff and Settlement Class Members share the common goal of protecting and  
 27 improving consumer and privacy rights throughout the nation, and there is no  
 28 conflict among them. Class Counsel have extensive experience in consumer

1 litigation, including the prosecution of class actions seeking to protect privacy and  
 2 consumer rights, including CIPA actions. Class Counsel is qualified to represent  
 3 the interests of the class. Rule 23(a)(4) is therefore satisfied for purposes of  
 4 certifying a settlement class.

5 **K. Common Questions Predominate, Sufficient to Certify a Class for**  
 6 **Settlement Purposes Only.**

7 Class certification under Rule 23(b)(3) is appropriate where “questions of law  
 8 or fact common to class members predominate over any questions affecting only  
 9 individual members.” Fed. R. Civ. P. 23(b)(3). The inquiry focuses on whether the  
 10 class is “sufficiently cohesive to warrant adjudication by representation.” *Local*  
 11 *Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d  
 12 1152, 1162 (9th Cir. 2001). Central to this question is “the notion that the  
 13 adjudication of common issues will help achieve judicial economy.” *Zincser v.*  
 14 *Accufix Research Institute, Inc.*, 253 F.3d 1188, 1189 (9th Cir. 2001) (citation  
 15 omitted), amended, 273 F.3d 1266 (9th Cir. 2001).

16 Here the central inquiry for purposes of the proposed Settlement is whether  
 17 Colonial Penn violated CIPA by participating in telephone calls with Settlement  
 18 Class Members and purportedly failing to disclose that the calls were being  
 19 recorded. “When common questions present a significant aspect of the case and  
 20 they can be resolved for all members of the class in a single adjudication, there is  
 21 clear justification for handling the dispute on a representative rather than on an  
 22 individual basis.” *Hanlon*, 150 F.3d at 1022.

23 **L. Class Treatment for Settlement Purposes is Superior to Individual**  
 24 **Resolutions.**

25 To determine whether the superiority requirements of Rule 23(b)(3) are  
 26 satisfied, a court must compare a class action with alternative methods for  
 27 adjudicating the parties’ claims. Lack of a viable alternative to a class action  
 28 necessarily means that a class action satisfies the superiority requirement. “[I]f a

1 comparable evaluation of other procedures reveals no other realistic possibilities,  
2 [the] superiority portion of Rule 23(b)(3) has been satisfied.” *Culinary/Bartenders*  
3 *Trust Fund*, 244 F.3d at 1163. *See also, Valentino v. Carter-Wallace*, 97 F.3d 1227,  
4 1235-36 (9th Cir. 1996) (“a class action is a superior method for managing litigation  
5 if no realistic alternative exists”).

6 Consideration of the factors listed in Rule 23(b)(3) supports the conclusion  
7 that, for purposes of a settlement class, certification is appropriate. Ordinarily, these  
8 factors are (A) the interest of members of the class in individually controlling the  
9 prosecution or defense of separate actions; (B) the extent and nature of any litigation  
10 concerning the controversy already commenced by or against members of the class;  
11 (C) the desirability or undesirability of concentrating the litigation of the claims in  
12 the particular forum; and (D) the difficulties likely to be encountered in the  
13 management of a class action. Fed. R. Civ. P. 23(b)(3).

14 However, when a court reviews a class action settlement, the fourth factor  
15 does not apply. In deciding whether to certify a settlement class action, a district  
16 court “need not inquire whether the case, if tried, would present intractable  
17 management problems.” *Amchem Prods. Inc. v. Woodward*, 521 U.S. 591, 620  
18 (1997). “With the settlement in hand, the desirability of concentrating the litigation  
19 in one forum is obvious . . . .” *Elkins v. Equitable Life Ins. of Iowa*, No. Civ A96-  
20 296-Civ-T-17B, 1998 WL 133741, at \*20 (M.D. Fla. Jan. 27, 1998); *see also Strube*  
21 *v. Am. Equity Inv. Life Ins. Co.*, 226 F.R.D. 688, 697 (M.D. Fla. 2005) (Rule  
22 23(b)(3)(C) and (D) factors are “conceptually irrelevant in the context of  
23 settlement””) (citation omitted). Here, the Rule 23(b)(3)(A), (B) and (C) factors all  
24 favor class certification:

25 

- 26 • Any Settlement Class Member who wishes to pursue a separate action  
can opt out of the Settlement.
- 27 • The Parties are unaware of any competing litigation regarding claims  
at issue.

1           • Plaintiff believes this forum is appropriate, and Defendant does not  
 2           oppose the forum.

3           **M. The Proposed Class Notice is Consistent with Ninth Circuit**  
 4           **Requirements and Provides Adequate Notice for Claims,**  
 5           **Objections and Opt Outs.**

6           Rule 23(c)(2)(B) provides that, in any case certified under Rule 23(b)(3), the  
 7           court must order the “best notice practicable” under the circumstances. Rule  
 8           23(c)(2)(B) does not require “actual notice” or that a notice be “actually received.”  
 9           *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994). Notice need only be given in  
 10          a manner “reasonably calculated, under all the circumstances, to apprise interested  
 11          parties of the pendency of the action and afford them an opportunity to present their  
 12          objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314  
 13          (1950). “Adequate notice is critical to court approval of a class settlement under  
 14          Rule 23(e).” *Hanlon*, 150 F.3d at 1025.

15          Pursuant to Fed. R. Civ. P. 23(e)(1)(B), “[t]he court must direct notice in a  
 16          reasonable manner to all class members who would be bound by the proposal.”  
 17          Rule 23(c)(2)(B) also sets forth requirements as to the content of the notice. The  
 18          notice must concisely and clearly state in plain, easily understood language: (i) the  
 19          nature of the action; (ii) the definition of the class; (iii) the class claims, issues, or  
 20          defenses; (iv) that a class member may enter an appearance through counsel if the  
 21          member so desires; (v) that the court will exclude from the class any member who  
 22          requests exclusion, stating when and how members may elect to be excluded; (vi)  
 23          the time and manner for requesting exclusion; and (vii) the binding effect of a class  
 24          judgment on class members under Rule 23(c)(3). Fed. R. Civ. P. 23(c)(2)(B).

25          The Settlement Administrator shall disseminate or arrange for the  
 26          dissemination of Class Notice via postcard and/or email in a form materially  
 27          consistent with Exhibit 1-C and 1-D to the Agreement. The Class Notice here  
 28          satisfies each of the requirements of Rule 23(c)(2)(B) above. Further, mailed  
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1 postcard and email notice have routinely been held to be adequate notice to a  
 2 Settlement Class. *See Schaffer v. Litton Loan Servicing, LP*, CV 05-07673 MMM  
 3 JCX, 2012 WL 10274679, at \*8 (C.D. Cal. Nov. 13, 2012) (approving notice plan  
 4 where class members were sent postcards that directed them to a settlement  
 5 website); *Lo v. Oxnard European Motors, LLC*, 11CV1009 JLS MDD, 2012 WL  
 6 1932283, at \*1 (S.D. Cal. May 29, 2012) (final approval of class settlement using  
 7 postcard notice and settlement website).

8 The Parties possess records of the telephone numbers involved during the  
 9 class period. Colonial Penn maintains name and address information for many of  
 10 these individuals. For those for whom a valid address is not maintained by Colonial  
 11 Penn, the Settlement Administrator will employ reverse telephone look-up  
 12 procedures to identify the names and physical and email addresses associated with  
 13 the telephone numbers identified on the Settlement Class list. The Settlement  
 14 Administrator will run the names and addresses obtained via this process through  
 15 the National Change of Address (NCOA) database. To the extent any physical  
 16 addresses identified through reverse look-up are no longer valid, the Settlement  
 17 Administrator will send Class Notice to any forwarding addresses that are provided.  
 18 *See generally Barani v. Wells Fargo Bank, N.A.*, Case No. 12CV2999-GPC KSC,  
 19 2014 WL 1389329, at \*10 (S.D. Cal. Apr. 9, 2014) (approving settlement in TCPA  
 20 class action using reverse lookup to locate class members).

21 Further, the Settlement Website, which will contain the Q & A Notice (Ex.  
 22 1-E to the Agreement), the Claim Form (Ex. 1-A to the Agreement), the Settlement  
 23 Agreement, the Preliminary Approval Order, Plaintiff's fee brief and an online  
 24 submission for Claims Forms. Further, pursuant to the Agreement "any other  
 25 materials the Parties agree to include" may be put on the Settlement Website.  
 26 (Agreement § 9.2.2).

27 The notices and settlement documents will be disseminated and posted on  
 28 the Settlement Website sufficiently prior to the Final Approval Hearing to give

1 Settlement Class Members the opportunity to comment on the Settlement, or to opt  
2 out and preserve their rights. Specifically, Settlement Class Members will have 60  
3 days from the time dissemination of Class Notice has been completed to opt out of  
4 the settlement or object. *Cf. Torrisi v. Tucson Electric Power Co.*, 8 F.3d 1370,  
5 1374-1375 (9th Cir. 1993) (31 days is more than sufficient, as Class as a whole had  
6 notice adequate to flush out whatever objections might reasonably be related to the  
7 settlement) (citing *Marshall v. Holiday Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir.  
8 1977) (approving timing of notice which was mailed 26 days before the deadline  
9 for opting out of the settlement)). Further, the Settlement Website shall be  
10 maintained and accessible to Settlement Class Members during this time and  
11 through the conclusion of the settlement proceedings in this case.

12 This notice program was designed to meaningfully reach the largest number  
13 of Settlement Class Members possible. Since the calls at issue were made within  
14 the past couple years and Colonial Penn has names and addresses correlating with  
15 a substantial percentage of the Settlement Class Members, mailed postcard and  
16 email notice will likely reach most Settlement Class Members.<sup>3</sup>

17 The concurrent dissemination of the Q & A Notice on the Settlement  
18 Website, combined with Mail and/or Email Notice, satisfies the requirements of due  
19 process and constitutes the best notice practicable under the circumstances.

20 The Settlement Administrator shall prepare and file a declaration prior to the  
21 Final Approval Hearing certifying that the notice program has been properly  
22 administered in accordance with the Settlement Agreement, this Court's Orders,  
23 and as described herein.

24

25

26 <sup>3</sup> While the actual reverse lookup procedure has to be conducted to be certain of this,  
27 Class Counsel's experience is that in similar settlements, with similar notice  
28 programs, it is customary for 80-95% of the Class to be directly reached by such a  
notice program.

1           **N. The Court Should Preliminarily Certify the Class for Purposes of**  
 2           **Settlement.**

3           “[T]wo criteria for determining the adequacy of representation have been  
 4           recognized. First, the named representatives must appear able to prosecute the  
 5           action vigorously through qualified counsel, and second, the representatives must  
 6           not have antagonistic or conflicting interests with the unnamed members of the  
 7           class.” *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir. 1978).  
 8           The adequacy of representation requirement is met here. For settlement purposes,  
 9           Class Counsel moves for Plaintiff Mark Cole to be preliminarily appointed as the  
 10           Settlement Class Representative. Class Counsel requests that Todd M. Friedman  
 11           and Adrian Bacon of The Law Offices of Todd M. Friedman, P.C., and Zev B.  
 12           Zysman from the Law Offices of Zev B. Zysman, APC, preliminarily be appointed  
 13           as Class Counsel for purposes of the Settlement. Plaintiff’s counsel has extensive  
 14           experience sufficient to be appointed as Class Counsel. Plaintiff Cole understands  
 15           the obligations of serving as a class representative, has adequately represented the  
 16           interests of the putative class, and has retained experienced counsel. Plaintiff has  
 17           no antagonistic or conflicting interests with the Settlement Class, and all members  
 18           of the Settlement Class are eligible to receive the same benefits.

19           **O. The Court Should Appoint Simpluris as the Settlement**  
 20           **Administrator**

21           The proposed Agreement recommends that the Court appoint Simpluris to  
 22           serve as the Settlement Administrator. Simpluris specializes in providing  
 23           administrative services in class action litigation, and has extensive experience in  
 24           administering consumer protection and privacy class action settlements. Defendant  
 25           does not oppose this request.

26           **P. Final Approval Hearing Should be Scheduled**

27           The last step in the settlement approval process is the formal fairness or Final  
 28           Approval Hearing, at which time the Court will hear all evidence and argument, for  
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1 and against, the proposed Settlement. Plaintiff requests that the Court grant  
2 preliminary approval of the Settlement and schedule a Final Approval Hearing to  
3 be held not before 130 days after the date of entry of the Preliminary Approval  
4 Order, in order to allow sufficient time for providing CAFA Notice, the toll-free  
5 number and the Settlement Website, and completion of the period for class members  
6 to submit exclusion requests, objections and claims.

7 **IV. CONCLUSION**

8 For all the foregoing reasons, Plaintiff respectfully requests that the Court  
9 enter an Order preliminarily approving the proposed Settlement and certifying a  
10 class for settlement purposes.

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12 Date: July 18, 2025

**The Law Offices of Todd M. Friedman, PC**

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By: /s/ Todd M. Friedman

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Todd M. Friedman

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*Attorneys for Plaintiffs*

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**CERTIFICATE OF SERVICE**

1 Filed electronically on this 18<sup>th</sup> day of July, 2025, with:

2 United States District Court CM/ECF system

3 Notification sent electronically on this 18th day of July, 2025, to:

4 Honorable Judge Dena M. Coggins

5 United States District Court

6 Central District of California

7

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13 s/Todd M. Friedman

14 Todd M. Friedman, Esq.